

No. 1-148A176  
Date FEB 17 1981  
Fee \$ 50.00

ICC Washington, D. C.

Bank of Minneapolis and Trust Company  
809 Nicollet Mall  
Minneapolis, Minnesota 55402

January 30, 1981

12934  
RECORDATION NO. \_\_\_\_\_ Filed 1425

Secretary of the Interstate  
Commerce Commission  
Washington, D. C. 20423

FFB 17 1981 -4 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir or Madam:

I am enclosing herewith for recording one original and two counterparts of a duly executed Security Agreement, together with the recordation fee of \$50.00.

The names and addresses of the parties to this transaction are as follows:

Vendors: Rex Leasing, Inc.  
616 Palisade Avenue  
Englewood Cliffs, New Jersey 07632  
(Vendors of Serial No.: RRRX 1050)

Pullman-Standard  
200 South Michigan Avenue  
Chicago, Illinois 60604  
(Vendors of Serial Nos.: RRRX 3002 and RRX 3006)

Purchaser  
(Borrower): Robert A. Keller  
Suite 501  
10511 Cedar Lake Road  
Minneapolis, Minnesota 55343

Guarantor  
(Bank): Bank of Minneapolis and Trust Company  
809 Nicollet Mall  
Minneapolis, Minnesota 55402

The following equipment is covered by the enclosed Security Agreement:

RECEIVED  
FEB 17 3 53 PM '81  
I.C.C. DIV. BR.  
FEE OPERATION BR.

*Not parties  
to doc. filed!*

Secretary of the Interstate  
Commerce Commission  
Page 2  
January 30, 1981


- 1      100-Ton 4,650 cubic foot covered hopper railcar.  
Serial Number RRRX 1050.
- 1      100-Ton 4,750 cubic foot covered hopper railcar.  
Serial Number RRRX 3002.
- 1      100-Ton 4,750 cubic foot covered hopper railcar.  
Serial Number RRRX 3006.

The undersigned is Vice President of the Bank of Minneapolis and Trust Company, and, acting in that capacity, has acquired knowledge of the information set forth herein. The original document should be returned to the undersigned.

Sincerely,

BANK OF MINNEAPOLIS AND  
TRUST COMPANY

By

  
Paul Oberstar, Vice President  
809 Nicollet Avenue  
Minneapolis, Minnesota 55402

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/23/81

OFFICE OF THE SECRETARY

**Paul Oberstar, Vice President**  
**809 Nicollet Avenue**  
**Minneapolis, Minnesota 55402**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/17/81** at **4:15pm**, and assigned recordation number(s). **12934**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SECURITY AGREEMENT

12934  
RECORDATION NO. \_\_\_\_\_ Filed 1425

Equipment

FFB 17 1981 -4 13 PM

INTERSTATE COMMERCE COMMISSION

The undersigned (hereinafter called "Borrower") hereby grants to the Bank of Minneapolis and Trust Company, 809 Nicollet Mall, Minneapolis, Minnesota 55402, (hereinafter called "Bank") a Security Interest in the following described property (hereinafter called "Collateral"):

- 1 100-Ton 4,650 cubic foot covered hopper railcar.  
Identifying marks RRRX 1050.
- 1 100-Ton 4,750 cubic foot covered hopper railcar.  
Identifying marks RRRX 3002.
- 1 100-Ton 4,750 cubic foot covered hopper railcar.  
Identifying marks RRRX 3006.

together with all repairs, improvements and accessions thereto and substitutions and replacements therefore at any time hereinafter made or acquired and all other Equipment (as that term is defined in the Uniform Commercial Code) hereafter at anytime acquired by Borrower or in which Borrower obtains rights;

All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the possession or control of the Bank for any reason including, without limitation, property delivered to the Bank as collateral, for safekeeping, or for collection or exchange for other property, and all dividends and distributions on or other rights in connection with such property; and

All Proceeds of all of the foregoing.

to secure payment to the Bank at its banking house at the address stated above of all notes of Borrower concurrently herewith, heretofore or hereafter delivered to or purchased or otherwise acquired by the Bank, and all other liabilities and indebtedness of Borrower to the Bank, due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, arising or evidenced, now existing or hereafter at any time created, arising or incurred (hereinafter called "Secured Obligations").

Borrower warrants, represents and agrees that:

1. The Collateral will be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Bank is authorized to disburse such proceeds directly to the seller of the Collateral.

2. The Collateral (except any thereof which Borrower, prior to the execution hereof, shall have advised the Bank in writing is of a type normally used in more than one state) will be kept at the address of Borrower set forth below, and will not be removed therefrom without the prior written consent of Bank.

3. If any of the Collateral is Equipment of a type normally used in more than one state (whether or not actually so used), Borrower will contemporaneously herewith furnish the Bank a list of the states wherein such Equipment is or will be used, and hereafter will notify the Bank in writing (i) of any other states in which the Equipment is so used, and (ii) of any change in the location of Borrower's chief place of business.

4. Borrower has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby, and has full power and authority to execute this Security Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the Security Interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by the Bank, is on file in any public office.

5. Borrower will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Bank may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording.

6. Borrower will keep the Collateral in good condition and insured against such risks and in such amounts as the Bank may request, and with an insurance company or companies satisfactory to the Bank, the policies to protect the Bank as its interest may appear and to be delivered to the Bank at its request.

7. Upon default by Borrower in any of the proceeding agreements, the Bank at its option may (i) effect such insurance and repairs and pay the premiums therefor and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Bank shall be payable by Borrower on demand with interest at the maximum rate allowed by law and shall be a part of the Secured Obligations.

8. Borrower will not sell, transfer, lease, or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without the prior written consent of the Bank, and unless the Proceeds of any such sale, transfer, lease, or other disposition are paid directly to the Bank. No provision contained in this Agreement shall be construed to authorize any such sale, transfer, lease or other disposition of the Collateral except on the conditions contained in this paragraph.

9. The occurrence of any of the following events shall constitute a Default: (a) failure of Borrower, or of any co-maker, indorser, surety or guarantor to pay when due any amount payable under any of the Secured Obligations; (b) failure to perform any agreement of Borrower contained herein; (c) any statement, representation, or warranty of Borrower made herein or at any time furnished to the Bank is untrue in any respect as of the date made; (d) entry of any judgment against Borrower; (e) appointment of a receiver for, loss, substantial damage to, destruction, theft, sale, or encumbrance to or of any portion of the Collateral, or the making of any levy, seizure, or attachment thereof; (f) Borrower becomes insolvent or unable to pay its debts as

they mature or makes an assignment for the benefit of its creditors or any proceeding is commenced by or against Borrower alleging that it is insolvent or unable to pay its debts as they mature; (g) death of any Borrower who is a natural person or of any partner of any Borrower which is a partnership; (h) dissolution, consolidation, or merger, or transfer of a substantial part of the property of any Borrower which is a corporation or a partnership; (i) such a change in the condition or affairs (financial or otherwise) of Borrower or any co-maker, indorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Bank impairs the Bank's security or increases its risk; or (j) the Bank deems itself insecure for any reason whatsoever.

10. Whenever a Default shall exist, the Bank may, at its option and without demand or notice, declare all or any part of the Secured Obligations immediately due and payable, and the Bank may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

11. Borrower agrees, in the event of Default, to make the Collateral available to the Bank at a place or places acceptable to Bank, and to pay all costs of the Bank, including reasonable attorneys' fees, in the collection of any of the Secured Obligations and the enforcement of any of the Bank's rights. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Borrower at the address shown below.

12. No delay or failure by the Bank in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

13. If more than one party shall sign this Agreement, the term "Borrower" shall mean all such parties, and each of them, and all such parties shall be jointly and severally obligated hereunder.

\_\_\_\_\_  
BORROWER:

*Robert A. Keller*  
Robert A. Keller  
Suite 501  
10511 Cedar Lake Road  
Minneapolis, Minnesota 55343

BANK:

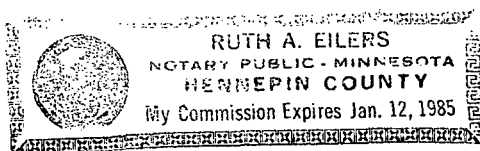
BANK OF MINNEAPOLIS AND  
TRUST COMPANY

By \_\_\_\_\_

*Paul E. Oberstar*  
Paul E. Oberstar  
Its Vice President  
809 Nicollet Mall  
Minneapolis, Minnesota 55402

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

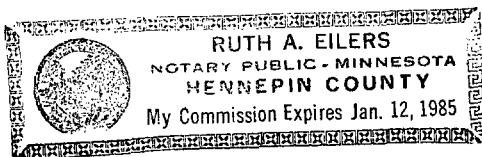
On this 4<sup>th</sup> day of February, 1981, before me personally appeared Robert A. Keller, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.



*Ruth A. Eilers*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-12-85

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 4<sup>th</sup> day of February, 1981, before me personally appeared Paul Oberstar, to me personally known, who being by me duly sworn, says that he is the Vice President of the Bank of Minneapolis and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by the authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Ruth A. Eilers*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1-12-85